178 423 at all. Formerly the Fulani necessitated the practice—now it is their own children. The resultant situation is very much the same.

Alienation of rights in land.

425

26. Since land hunger has not, as yet, become a personal problem of the individual Kagoro there has not been, so far, any great development in individual transactions involving land. As far as could be ascertained only three transactions would be recognised by local custom—exchange, loan and a form of pledge. Sale was not acknowledged—once its implications had been understood (paragraph 6 above).

Sale.

425 427 [191]

27. In view of previous statements on this subject I give in detail my investigations. The District Head is a Kagoro educated at a Mission School. He has a fair command of Hausa in which language the interrogations were conducted. A number of the Elders present also had a knowledge of Hausa. In reply to the question—was sale (*saye da sayarwa*) of land practised and acknowledged by the Kagoro?—the answer was yes! Several of the Elders nodded confirmation. Details of such a transaction were then asked for. A man desirous of farming a particular field would approach the ' owner ' and offer him a goat. If the ' owner ' of the field accepted the goat then the man who had given him it would be permitted to go on farming that field until either the ' owner ' claimed the field back—in which case he would return the goat to its former owner—or the borrower decided to vacate—in which case he could claim his goat back. Any of the goat's offspring would belong to the lender of the farm. Never more than one goat would be given however large the field might be. No other payment either in money or kind is involved. If the goat dies another goat would be substituted—but the goat was always returnable on demand by either party to the transaction. The transaction was terminable by either party at will except that the borrower of the farm would be allowed to reap what he had sowed.

28. When it was pointed out that the ' sale ' of land involves the complete and *permanent* relinquishment by the holder of all his or any would-be inheritor's rights in the land it was strenuously and vehemently stated that no such transaction could possibly take place. The idea was absurd. Whatever an individual himself might have done with or received in exchange for his land, his son or those with the reversionary hereditary rights in the land would always and at any time be competent to take back the land on handing over to the ' outsider ' whatever had been given in exchange. It was obvious that the concept of outright ' sale ' in respect of land did not exist. All that an individual could do with his land—other than farm or build on it—was to alienate it *temporarily* in one or the other

of the forms set out below. He could do no act which would deprive his descendants of their rights to enjoy the land. 425 427

29. This transaction is described above. It would appear to give the borrower of a field a somewhat better status in a dispute than mere loan (paragraph 31 below). Loan with pledge. 426

30. Exchange is a simple transaction arranged for the convenience of two parties. A will exchange a field with B in order to be nearer to his house. Exchange also takes place when A, having borrowed a farm from B, builds a house on it. In such cases B can claim from A a similar field from the latter's farm. The transaction involves no permanent change in the ownership of the rights of user, there is no payment of money or in kind and it is simply arranged as a matter of convenience. Exchange. 425 437

31. In the case of a loan of a field A will give to B, the owner, a chicken or the value of a chicken in money. He is then entitled to farm that field until the owner asks for it back. Whatever the size of the field or farm never more than one chicken is handed over. No time limit is put on the loan, the arrangement being terminable by either party at any time with the following exceptions:— Loan 426

(*a*) If the borrower builds a house on the land then he cannot be turned off until he chooses to leave. If he stays on, however, he must give to the lender, should the latter demand it, a field of similar size in in exchange (paragraph 30);

(*b*) once the farming season has started then the lender must permit the borrower to continue to farm the land for that season;

(*c*) if a man has built a house on a loaned farm he is entitled to continue farming for one season after he has removed his house. This is in exchange for the manuring the land will have received.

The distinction from the form of pledge referred to above, in paragraph 30, is that the chicken is not returnable whereas the goat is.

32. The proviso (*a*) in paragraph 31 above is of some interest in that it will be seen to recur, in varying forms, in all the tribal areas discussed in this report and even in the Hausa enclaves. The building of a house on a loaned or exchanged farm creates, in favour of the borrower, a special lien in that he cannot be turned off until he chooses to go. The theory behind the practice—which is recognised in a Kagoro proverb—is that a man will not loan a farm to another unless the latter is a friend and he wants to have him on [572]

426 572 the land. This being so the fact that the borrower is prepared to build a house on the land and be somewhat more than a bird of passage is proof positive of the extent of the friendship and therefore something to be encouraged—a relic of the days when farmlands were plentiful and abundant and every addition to the male strength of the community was much sought after and welcomed.

425 33. Apart from the three transactions described above no other transactions affecting land appear to take place and if they do take place they would not be recognised by customary law. Individual tenure may have become firmly established; but this tenure is not absolute and is subject to definite customary restrictions and limitations.

The Authority in land matters.

622 621 34. When living in their strongholds in the Kagoro hills, the Kagoro had no single tribal chief. It would be extremely difficult, at this stage, to establish what, if any, the highest single socially cohesive unit might have been—clan, sept, kindred or family group. As pointed out in paragraph 21 above, however, this is of academic interest. Whatever may have been the unit in the past there 648 remains no discernible trace of it now. The district boundaries have been established by the British Administration and so have 423 the village unit boundaries; a District Head and Village Unit Heads 177 have been acknowledged and appointed and the unit is run as a tribal whole. There is evidence that parallel with the breakdown to individual tenure of the land there has been a definite development, by consent, in the new Tribal Authority's powers as regards land matters—the Tribal Authority in this case being the District Head acting with the advice and consent of his Elders. Whether or not this development is from within or a mere copying of neighbouring Emirate custom is hard to say. It exists and it is of equal interest to the development reported in paragraph 49 of Mr Rowling's Plateau Province Report, *i.e.*, " the recoil on to intensified control ". The following examples are pointers.

423 311 35. All farmable lands in the Kagoro district are allocated, *i.e.*, are claimed by some person or persons as being lands originally cultivated by their own immediate ancestors and therefore inherited by them. This applies to ' bush ' as well as fallow. In the past, however, swamps and kurumis were considered as being of no use for farming purposes however useful they were as hiding places in [177] the event of a raid. They remained communal. The introduction of rice and sugar cane cultivation has now altered matters. Swamp land can now be used. It is held that any member of the village unit within which the swamp lies has the right, without seeking permission from anyone, to take up such portions of the swamp as are sufficient for his needs. Any person from outside the village

manuring. Emigration has already started to take place along the southern border of the district into the Keffi Division and along the south-eastern border into Jema'a where the emigrants are loaned land and accepted as welcome additions to the tax lists. It would not appear that any payments in cash or kind have been *so far* demanded from them. What will develop in future is anybody's guess. This question will be returned to at a later stage of the report. 423 [167]

48. The following transactions affecting land are permitted by local custom:— Alienation of lands. 425

Sale—(*saye*) in special circumstances
Loan—(*aro*)
Pledge—(*jingina*)

Gift or exchange do not appear to take place. Such transactions would be regarded locally as loans. Share cropping is unknown. So also is renting or leasing. Such transactions would not be acknowledged as being in conformance with tribal custom. Their introduction would be strongly opposed by responsible elements.

49. In pre-British times the outright sale of land was permitted, but *only in one particular circumstance*. An essential preliminary to marriage was a gift of a goat by the suitor to the girl's relatives. It was an infallible rule—no goat, no girl. Consequently if a man had no goat he was allowed, after consultation with and with the consent of his own relatives, to sell a field to get himself a goat. His own relatives would, of course, probably give him a goat if he had not one himself; but in the last resort and if he could obtain the goat by no other means, then he was allowed to sell a field to get the goat. The sale would be outright and neither he, his descendants nor his relatives nor their descendants could subsequently sustain a claim to the land. Any such sale would have to be reported to the head of the community and could not take place without his knowledge. It would have to be with the consent of his relatives and, above all, could take place in no other circumstance than that of obtaining the bride price—a goat for the prospective wife. Sale 425 585

50. When the British came, however, (so local report has it) they prohibited the sale of farms—even in these special circumstances. Sales do not now take place. Indeed, according to the Elders, even if allowed by the British it is doubtful whether local opinion would agree to the revival of the custom. After all, in those days lands were more than ample. Nowadays it is very different. And anyway nowadays if a man was hard up and wanted money either for a wife, tax or any other reason all he had to do was to become a labourer for a while and he could get the money. There 425 177

425 was no need for him to deprive himself or his descendants of the land he had inherited.

51. There would seem to be some link between this detail of the Jaba custom and the " pledge " of the Kagoro referred to in paragraph 27. It may be that the former borrowed the idea, but [177] perverted its practice. The divergence, however, seems to be beyond dispute. This custom is not acknowledged by the Kachia Jaba.

Pledge.

426 52. The normal form of pledge is practised, *i.e.*, in return for a specific sum of money A will hand over to B his farm. The transaction is terminated either by the borrower of the money returning the money and the lender giving back the farm or the lender claiming his money back and then giving up the farm. It is resorted to when the farmer is hard pressed to pay cash, *e.g.*, for tax or an expensive wife. The farm will be pledged for a sum of money so that immediate payment can be made, after which the farmer will go away to become a labourer and having accumulated sufficient money to repay the debt will then claim back his farm. This is somewhat different to the Kagoro ' pledge '. In the latter case the goat is the pledge for the farm. With the Jaba the farm is the pledge for a sum of money.

Loan.

53. This transaction is similar to that practised by the Kagoro. There is no payment either in money or kind. In this case, however, instead of the handing over of the token chicken there is an annual brewing of beer made from the crop reaped by the borrower of the farm and shared with the lender. This, however, is only expected when a good crop has been reaped. The arrangement is terminable at either party's wish. The borrower is expected to hand back the farm in as good condition as he receives it. It is a year to year transaction and a lender will not lend the same farm continuously to another for a sufficient number of years to allow his title to be compromised. The building of a house has the same implications as with the Kagoro except that on vacating the land the borrower would not be entitled to the further year's grace period.

423 426 54. It is paradoxical that so much loaning of land should take place when there is no superabundance of land. Three reasons are given for this:—

(i) if a farm were left uncultivated for about twenty-five years and some one else started to farm it the original holder and his descendants would be considered to have lost their title and could not sustain a claim. (This deviates from the Kagoro custom). If, therefore, a man had more land than he could conveniently use himself he would see to it that he had a succession of ' borrowers ' on it to keep it all under cultivation. He

423 593 worked would continue to belong to the farmer and his descendants no matter how long it may have remained unworked. It would not return to the ' pool ' unless all members of the family had died out.

Alienation sale. 425

65. Sale is not customary and would not be acknowledged—not even the restricted form of sale referred to in paragraph 49 above. There is no land hunger and the circumstances for sale do not exist, *i.e.*, a would-be buyer and exchange value for the land.

Loan. 426

66. The loaning of land is customary and is the same in its essential details as that described for the Kagoro with the substitution of the brewing and sharing of a pot of beer for the gift of a chicken. All lands occupied by the Kaje immigrants are loaned. The same rules regarding the building of a house apply—except that a two years' grace period is allowed here instead of the one year with the Kaje.

Pledge.

67. Pledging does not occur. Opinion would not regard it as being in accord with custom if it did.

[431] [429]

68. Gift, leasing or renting are unknown and would not be acknowledged by custom if they occurred.

Authority in land matters. 691 423

69. The normal procedure, both in the past and now, in the case of a farm dispute is for the claimant to a farm or part of a farm to hang up on a bush on the farm a bunch of " Kujemi " leaves. This ensures that the occupier will forthwith cease any work on the farm. He dare not do otherwise. The occupier would then report the matter to the kindred elders who would investigate the rival claims and give their decision. In past times this decision would be observed by both disputants, the elders if necessary giving the tribal oath or " tsafi " to the occupier of the farm. The challenger would have been obliged to accept the decision of the " tsafi " and remove the " Kujemi " leaves—providing, of course, the occupant had not been stricken dead by taking a false oath. Nowadays though most cases would still be settled by the decision of the kindred elders a disputant, if aggrieved by the decision of the elders, could refuse to have the oath given by them and have the matter settled by the Native Court instead. It is to be noted that in the past the elders of the Dun, Kudak, Chorr and Ngeh kindreds would have no say at all in the Wenyum kindred's land matters and *mutatis mutandis*. They would have the power now since representatives of each kindred sit on the Court. The extent to which each of the four kindreds would, in practice, interfere with the decision of the representatives of the fifth kindred is not known. There is, of course, nowadays,

Kaje	(*a*) Average number of adult males per household	3.0	361 592
	(*b*) Largest number of adult males per compound	10	162
Chawai	(*a*) Average number of adult males per household	3.0	
	(*b*) Largest number of adult males per compound	13	

77. The writer's own experience of the breakdown to individual tenure is that its extent is about half way between that found with the Kagoro and that found amongst the Jaba of the Kachia district. Farms run on the family basis are to be found side by side with farms run individually. Sub-division can take place before a father's death and a married son can demand and is given his individual share as with the Kagoro and Jabawa. 423 Sub-division.

78. Sale, pledging, leasing or renting are not known. They would not be regarded as customary if they occurred. No actual case of its happening was discovered. The complete right of user and passing on of the right of user are acknowledged; but no transaction which would deprive relatives and inheritors of this right are acknowledged. Alienation. 425

79. Loan is widely practised. It is to all intents and purposes the same transaction as that described for the Kagoro with the substitution of the brewing and sharing of a pot of beer (cf. Jaba) for the gift of a chicken. The same rule as to the building of a house applies. It is of note, however, that whereas in the past loans would never be for a specific duration nowadays a loan is made for a specific period either for one, two or three years after which the borrower would be offered *another* field, if this were available, but in any case would have to leave the original field he had borrowed. There is no intention that loan shall compromise the original holder's title. Loan. 426

80. In one actual case investigated a man was farming a field close to one of his own and adjoining his house. Both this field and the land on which the house stood were borrowed land. He had inherited them from his father who had been loaned the land thirty years ago. The field was close enough to the house to be considered part of the home farm. For this reason the descendants of the original holder could not claim back the land. This fact and the fact that the land was loaned was admitted by both parties. So was the sequitur to the facts. The descendants of the original holder of the land knew, however, that the moment